



## JUMP MATH LAB PLATFORM Platform Terms of Use

Created January 23, 2023, and effective February 2024

Revised December 19, 2024

This platform, which is accessed through the following websites [www.jumpmathlab.org](http://www.jumpmathlab.org) and [www.JumpMathLab.com](http://www.JumpMathLab.com), (the “Platform”), is operated and provided by JUMP Math Canada (“JM”) having its principal offices at 1014-1 Yonge Street, Toronto, Ontario. The Platform provides you (“you” or “your”) access to learning content, such as webinars, videos, tools, interactive or gamified content and other materials developed, owned and operated by Jump Math and its partners including educational lesson content designed for use by teachers, tutors, researchers and educators (the “Platform Content”). These terms of use, alongside the [JM Website Terms & Conditions](#) (the “Web Terms”) and the [JM Privacy Policy \(“Privacy Policy”\)](#) govern your access and use of the Platform and the Platform Content. The Web Terms are incorporated by reference into these Platform Terms of Use (collectively “Platform Terms”). If you are entering into these Terms on behalf of an organization you represent, these Terms will be binding on that organization and its users, the terms “you” and “your” shall refer to you together with that organization, and you represent and warrant that you have the authority to bind the organization to these Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING EITHER THE PLATFORM OR PLATFORM CONTENT. BY USING THE PLATFORM, OR CLICKING ACCEPT OR OTHERWISE AGREEING TO THESE PLATFORM TERMS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE PLATFORM TERMS WHICH SHALL GOVERN YOUR ACCESS AND USE OF THE PLATFORM AND PLATFORM CONTENT. IF YOU DO NOT AGREE TO THESE PLATFORM TERMS OR IF YOU ARE NOT ACCESSING THE PLATFORM FROM CANADA OR THE UNITED STATES, YOU ARE NOT PERMITTED TO ACCESS AND/OR USE EITHER THE PLATFORM OR THE PLATFORM CONTENT. YOU UNDERSTAND THAT THE PLATFORM TERMS ONLY PERMIT YOU TO ACCESS THE PLATFORM AND USE THE PLATFORM CONTENT FOR YOUR OWN TEACHING OR RESEARCH PURPOSES AND NOT FOR DISTRIBUTION TO ANY OTHER PERSON. JM RESERVES THE RIGHT TO UPDATE, CHANGE OR REPLACE ANY PART OF THESE PLATFORM TERMS BY POSTING UPDATES AND/OR CHANGES TO JM’S WEBSITE. SUBJECT TO AND IN RETURN FOR YOUR AGREEMENT TO THESE PLATFORM TERMS JM AUTHORIZES YOU TO ACCESS AND USE THE PLATFORM.

User Definitions:

- **Educator:** A user (parent, teacher, tutor, other) over the age of 18 who registers an Educator account to create and manage Students access to the Platform.
- **Student:** A user under the age of 18.

## 1. **Registration, Access and Use.**

- 1.1 **Registration and User ID.** You must register to access the Platform and use the Platform Content. You are responsible to provide true, accurate, current and complete information, pertaining to yourself or any minor or student you are assisting with registration, wherever prompted to do so (“**Registration Information**”). If you are under 18 years old, you may use the Platform, with or without registering, only with the approval and supervision of your parent, guardian, or educator authorized to grant you access to the Platform. If you are prompted to provide additional Registration Information beyond what was provided upon initial registration in order to access or use the Platform or any particular Platform Content, these Platform Terms will govern in addition to any other applicable terms or conditions. You acknowledge the use of all Registration Information for the purposes described in these Platform Terms and the [JM Privacy Policy](#). You agree to keep all Registration Information current. You are solely responsible to protect the confidentiality of your Registration Information and for all activity and use conducted under such credentials. You will immediately, upon becoming aware, report to JM any compromise or loss of your credentials or suspected unauthorized use. You agree that JM will not be liable to you or any other person for any losses incurred by you that are attributable to your breach of this provision and that you will be liable to JM for losses or damage suffered or incurred by JM or other customers or persons as a result of such breaches. Further, you agree not to allow third parties to gain access to any Platform Content through your username and password.
- 1.2 **Modification of Access to Platform Content.** JM reserves the right to modify the form and nature of your access to the Platform Content and Platform, or discontinue, temporarily or permanently, the access with or without notice. You agree that JM will not be liable to you or to any third party for any modification, suspension or discontinuance of access to the Platform Content or Platform. JM may also, in its sole discretion, restrict access to the Platform Content or Platform for any reason.
- 1.3 **General Practices.** You acknowledge that JM may establish general practices and limits concerning use of the Platform, including without limitation the maximum period of time that data or other content will be retained by the Platform and the maximum storage space that will be allotted on JM or its partners’, affiliates’, or service providers’ servers on your behalf. You agree that JM has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Platform. You acknowledge that JM reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that JM reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.
- 1.4 **Platform and Platform Content Access.** In order to access the Platform Content and Platform, you must obtain Internet access, either directly or through devices that access web-based content and pay any service fees associated with such access. You understand and acknowledge that you are solely responsible for paying such fees. In addition, you must provide all equipment necessary to make such Internet connection, including a computer and modem or other access device. You are solely responsible for providing such equipment.

## 2. **Access, License Grant and Restrictions**

- 2.1 **Access.** JM authorizes you to access and use the Platform solely for the purpose of searching, accessing, downloading and reviewing the Platform Content for the Permitted Purpose (as defined below).
- 2.2 **License.** JM hereby grants to you and your authorized users (e.g. students), subject to the terms and conditions of these Platform Terms, a limited, royalty-free, non-exclusive, personal, revocable, non-transferable, non-sublicensable and non-assignable license to use the Platform Content for the Permitted Purpose (as defined below) (the “**License**”). “**Permitted Purpose**” means those purposes for which JM has authorized you to access and use the Platform, including to access and use the Platform Content on your computer systems: (a) to learn and study mathematics; (b) for your own teaching or professional learning purposes, including such purposes as creating and uploading student lists to the Platform, assigning modules and lessons to the student; and checking student progress; or (c) your own research purposes, including the study of the Platform Content on student achievement in mathematics, subject to any limitations, restrictions or requirements specified herein. The foregoing license shall include your right to use any related and available documentation and manuals (the “**Documentation**”) provided by JM to you (in any form) in accordance with the Permitted Purpose. For certainty, the foregoing does not oblige JM to provide any Documentation to you.
- 2.3 **Restrictions on Use.** Except as otherwise permitted by these Platform Terms, your access and use of the Platform and Platform Content is subject to the following restrictions and limitations: (i) you may only copy the Platform Content to the extent required for the Permitted Purpose; (ii) you shall: (A) not provide, reproduce, sublicense or otherwise permit any person, including any student, colleague, employer, or parent to use, disseminate, transmit, download, further modify, or reproduce the Platform Content, the Documentation or any portion of the Platform, use of the Platform, or access to the Platform; and (B) not adapt, translate, change, customize, enhance, augment, partially delete or alter, or otherwise modify the Platform Content except as expressly permitted pursuant to these Platform Terms, in any manner or to any extent whatsoever, whether in whole or in part; and (C) not alter any proprietary notices appearing in the Platform Content or the Documentation.
- 2.4 **No Support.** At its sole discretion, JM may elect to provide technical support for the Platform Content to you. Any such technical support shall be only available during JM’s regular business hours and will (unless JM otherwise agrees) be limited to answering questions concerning the Platform Content and Platform. The parties confirm that JM is not obligated hereunder to provide any support or maintenance (including no obligation to correct any errors or defects) or to provide any updates to or in respect of any Required Third Party Products (as defined below) or the Platform Content.
- 2.5 **Costs & Expenses.** All costs and expenses incurred by you in your use of the Platform and Platform Content shall be borne solely by you. In the event that you request that JM provide any assistance, services or training in connection with your use of the Platform or Platform Content, any such assistance, services or training will be provided in JM’s sole discretion. JM reserves the right to charge any reasonable fees for any such assistance, services or training it provides to you, and you hereby agree to pay for any such assistance, services or training, provided that JM shall obtain your written approval prior to incurring any additional costs or expenses for which it seeks reimbursement. Any

amounts that may be due and payable by you hereunder are exclusive of all taxes imposed by applicable law and shall be invoiced in advance and due immediately upon receipt of JM's invoice unless the parties otherwise agree in writing.

- 2.6 **Third Party Products.** You acknowledge that the use of the Platform Content may require the use of certain Third-Party products (the "**Required Third Party Products**"). Any such Required Third-Party Products may be governed by separate terms and conditions. You agree that JM has no responsibility or obligation under these Platform Terms to supply, and shall have no liability, obligation, responsibility, or duty concerning, the Required Third-Party Products and that you shall be solely responsible for sourcing, acquiring, and licensing such Required Third Party Products directly. Use of any Required Third-Party Products is solely at your risk.

### 3. **Proprietary Rights**

- 3.1 **Proprietary Information and Ownership of Platform Content.** You acknowledge and agree that the Platform, any Platform Content, any Documentation provided hereunder and all related product information (inclusive of all trade secrets, ideas, concepts, processes, procedures, copyrights and know-how contained therein) disclosed in connection with these Platform Terms, in any form, is the intellectual property of JM or JM's third party licensors ("**Jump IP**"). Except as and to the extent expressly authorized hereunder, you may use the Jump IP only to the extent required in the exercise of your rights hereunder. You acknowledge and agree that all right, title and interest in and to the Jump IP (including all intellectual property rights, whether registered or unregistered) is, and shall be, owned solely and exclusively by JM. Nothing in these Platform Terms will, or will be deemed or construed to, assign, transfer or convey to you any title, rights or interest in any intellectual property, including copyrights, methodologies, ideas and concepts, in or to the Jump IP other than the License or other rights specifically and expressly granted herein. Except as otherwise provided for in these Platform Terms, JM shall not be under any obligation to make any particular Platform; Content available to you or to supplement or update any Platform Content previously furnished. Any rights not expressly granted under these Platform Terms are reserved by JM. Except as expressly authorized by JM, you agree not to modify, copy, reverse engineer, frame, rent, lease, loan, sell, distribute, publish, or create derivative works based on the Jump IP, in whole or in part. In connection with your use of the Platform, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by JM from accessing the Platform (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Jump IP other than as specifically authorized herein is strictly prohibited.

- 3.2 **Trademarks.** Graphics, logos, page headers, button icons, scripts, and service names included in or made available by JM through the Platform are trademarks of JM, its affiliates, or its licensors, in Canada and other countries. JM's trademarks may not be used in connection with any product or service that is not owned or controlled by JM, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits JM or its affiliates. All other trademarks not owned by JM or its affiliates that appear in any JM service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by JM or its affiliates. Nothing in these Platform Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of JM's trademarks displayed on the Platform or

Platform Content without JM's prior written permission in each instance. All goodwill generated from the use of JM's trademarks will inure to JM's exclusive benefit.

- 3.3 You agree that they shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Platform or in or on any Platform Content.
- 3.4 **Relief.** You acknowledge and agree that damages may be an inadequate remedy for a breach of this Section 3 or the provisions of these Platform Terms relating to your access to and use of the Platform, Platform Content and the proprietary information and agree that such breach shall constitute irreparable harm to JM. You agree not to contest or object to an application for equitable relief by JM in such circumstances and waive any and all immunities from injunctive relief to which it may be entitled. Any such relief or remedy shall not be exclusive but shall be in addition to all other available legal or equitable remedies. You agree that the provisions of this Section 3 are fair and reasonable in the circumstances of these Platform Terms.

#### 4. **Privacy Terms.**

- 4.1 **Data Collection** In addition to the types of personal information we collect, as identified in our Privacy Policy, JM collects the following personal information through this Platform from Educators, including: first name, last name, role, email, password, country, province/state, school district, school name, grades taught, login logs. Student Records collected are anonymized. Students are registered on the Platform and assigned anonymous login details (non-identifying username, password) by an Educator, who creates and manages the Student Record. (The Educator is advised to use non-identifying information: username, password, grade, class name, when creating Student Records.) Progress Data related to student scores and curriculum progression is collected, but does not contain personal information. Anonymized Data that has been purposefully anonymized for use in educational research reports and sharing with third-party researchers is collected.
- 4.2 Where personal information is collected in connection with your registration and access to Platform Content and Platform, the collection, use and disclosure of personal information shall be in accordance with the [JM Privacy Policy](#). You are responsible for your compliance with all applicable privacy laws and covenants that all personal data and information provided to JM, or any services is provided in compliance with all applicable laws.
- 4.3 Notwithstanding any provision to the contrary herein or in our Privacy Policy, to the extent JM processes "Student Records" subject to state or federal student or education privacy laws, including without limitation 20 U.S.C. 1232g and its implementing regulations ("FERPA") on your behalf (collectively, "Student Records") the following shall apply:
  - (a) You hereby designate JM as a "School Official" for purposes of FERPA and agree that JM is providing an institutional service or function for which your agency or institution would otherwise use employees, JM is under your control with respect to the performance of such functions, and JM has a legitimate educational interest in its processing of Student Records;
  - (b) All Student Records shall remain the property of your agency or institution;

- (c) JM will process anonymized Student Records solely on behalf of your agency or institution and in compliance with FERPA and applicable state law;
- (d) JM will not re-disclose Student Records, except as permitted by FERPA, including without limitation, subprocessors or service providers who process Student Records on behalf of JM. JM will not sell Student Records, or process Student Records for the purpose of cross-context behavioral advertising/targeted advertising; A list of subprocessors will be provided upon request.
- (e) JM will retain anonymized, aggregate Student Records for the Term, and for any period thereafter required by applicable law, provided that JM will only retain Student Records for so long as reasonably necessary to fulfill the purpose for which the Student Records may be processed under applicable law;
- (f) JM will return or destroy (at your request via email to: [support@jumpathlab.org](mailto:support@jumpathlab.org) (for Canadian users) or [support@jumpmathlab.com](mailto:support@jumpmathlab.com) (for US users) anonymized Student Records within 30 days following termination or expiration of these Terms;
- (g) JM will cooperate to grant you (or, if permitted by law, educators, tutors, parents or guardians) access to anonymized Student Records or assist as necessary to enable your agency or institution to fulfill individuals' request to exercise their rights in Student Records;
- (h) JM will implement and maintain commercially reasonable technical, organizational, and physical security measures to ensure a level of security appropriate to protect Student Records from unauthorized access, use, modification, disclosure, or other processing. Such measures will include reasonable measures designed to grant and limit access to Student Records to only authorized individuals with a need to access Student Records and processes to authenticate such users prior to their access to Student Records;
- (i) JM will implement and maintain policies and procedures to detect and respond to the unauthorized acquisition or disclosures of Student Records ("Data Incidents"). JM will take appropriate steps to investigate, contain, remediate the cause, and mitigate any effects of Data Incidents. JM will notify you without undue delay if JM becomes aware or reasonably suspects a Data Incident, and in any event within 72 hours of JM becoming aware of the same. JM shall be responsible for notifying any affected individuals of such Data Incident; and
- (j) All Platform users over the age of 18 will be notified directly of any changes to our Privacy Policy and/or Terms & Conditions of Use via email (where we have consent) and other publicly available communications channels, including but not limited to social media, website pop-ups, newsletters, etc.). We do not contact student users directly about such changes but a notification of any changes to our privacy policy will be posted on the Welcome page of the platform.

## 5. **Security**

- 5.1 JM has implemented security policies and practices that are designed to protect the security and integrity of the Platform. However, JM does not guarantee the security of the Platform. You acknowledge that it is your responsibility to use a secure connection to

access the Platform and that you are solely responsible for implementing security safeguards to protect you when accessing and using the Platform and accessing and downloading Platform Content, including to take precautions against viruses, worms, trojan horses and other items of a disabling or destructive nature.

## **6. Warranty Disclaimer and Limitation of Liability**

- 6.1 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PLATFORM, THE PLATFORM CONTENT, THE DOCUMENTATION AND ALL RELATED INFORMATION, DATA, PRODUCTS AND/OR SERVICES OR ASSISTANCE PROVIDED BY JM TO YOU, IS PROVIDED ON AN "AS AVAILABLE" AND "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND OR NATURE WHATSOEVER INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR THAT THE CONTENT WILL BE ACCURATE OR ERROR FREE, THAT ANY ERRORS CAN OR WILL BE CORRECTED, THAT THE PLATFORM AND CONTENT WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, FREE OF MALICIOUS CODE OR VIRUS OR OPERATE WITHOUT ERROR OR CONCERNING THE PLATFORM OR PLATFORM CONTENT'S FUNCTIONALITY, PERFORMANCE OR USE BY YOU AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DENIED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU CONFIRM THAT YOU HAVE NOT RELIED ON ANY REPRESENTATION, WARRANTY, CONDITION, COVENANT OR PROMISE MADE BY JM WHICH HAS NOT BEEN EXPRESSLY STATED IN THESE PLATFORM TERMS. YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE INSTALLATION, ACCESS OR USE OF THE PLATFORM AND PLATFORM CONTENT, AND ANY SERVICES OR ASSISTANCE PROVIDED BY JM IN ANY CONNECTION THEREWITH, REMAINS WITH YOU. YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM CONTENT IS ONLY A TOOL AND THAT JM PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE RESULTS TO BE ATTAINED BY YOU OR ANYONE ELSE FROM THE USE OF THE PLATFORM, PLATFORM CONTENT OR THE THIRD PARTY PRODUCTS. YOU ARE SOLELY LIABLE FOR YOUR USE OF THE PLATFORM OR PLATFORM CONTENT. ANY PLATFORM CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 6.2 TO THE FULLEST EXTENT OF THE LAW, YOU AGREE THAT JM, ITS LICENSORS AND/OR AFFILIATES, SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY UNDER THESE PLATFORM TERMS FOR ANY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY YOU OR ANY THIRD PARTY HOWSOEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR BASIS OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE), OR ANY OTHER DAMAGES, LOSSES OR EXPENSES (INCLUDING LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA OR OTHER INTANGIBLE OR CONSEQUENTIAL ECONOMIC LOSSES) HOWEVER CAUSED, SUSTAINED BY YOU OR ANY OTHER PERSON IN ANY CONNECTION WITH YOUR ACCESS TO OR USE OF (OR INABILITY



TO ACCESS AND USE) THE PLATFORM AND PLATFORM CONTENT AND ANY SERVICES, INCLUDING ANY LIABILITY FOR: (A) INTERRUPTIONS AND COMMUNICATION LINE FAILURES; (B) YOUR INABILITY TO ACCESS AND/OR USE, AT ANY TIME, ANY PART OF THE PLATFORM OR PLATFORM CONTENT; (C) THE MALFUNCTIONING OR UNAVAILABILITY OF THE PLATFORM, IN WHOLE OR IN PART; (D) YOUR (OR ANY OTHER PERSON'S) USE OF OR RELIANCE ON THE PLATFORM OR PLATFORM CONTENT; (E) ANY HARM OR LOSS TO YOUR COMPUTING SYSTEMS OR RECORDS OR DATA HOWSOEVER CAUSED INCLUDING CAUSED BY VIRUSES, "WORMS", "TROJAN HORSES" OR OTHER SIMILAR INTRUSIVE, DISRUPTIVE OR DESTRUCTIVE PROGRAMS OR FILES OF THAT NATURE; (F) SECURITY BREACHES OR THE INTERCEPTION OR DISCLOSURE OF CONFIDENTIAL OR SENSITIVE INFORMATION TRANSMITTED OVER THE INTERNET; (G) INACCURACIES OR ERRORS IN CONTENT OR THE INFRINGEMENT OF THIRD PARTY RIGHTS; AND (H) LACK OF ACCURACY, SUITABILITY, RELIABILITY, TIMELINESS OR AVAILABILITY OF ANY PLATFORM OR CONTENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR JM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY ASSUME ALL RISKS AND LIABILITIES IN CONNECTION WITH YOUR USE OF THE PLATFORM AND PLATFORM CONTENT. THIS SECTION SHALL SURVIVE ANY BREACH OR BREACHES AND/OR FAILURE OF THE ESSENTIAL PURPOSE OF THESE PLATFORM TERMS OR ANY REMEDY CONTAINED HEREIN.

If you are dissatisfied with the Platform, the Platform Content or with these Platform Terms, your sole and exclusive remedy is to discontinue using the Platform and Platform content. You may contact us via email to have your account removed from the Platform at: [support@jumpmathlab.org](mailto:support@jumpmathlab.org) in Canada or at: [support@jumpmathlab.com](mailto:support@jumpmathlab.com) in the USA. Upon your request, your information will be permanently removed from the Platform by JM within 90 days of your request. If the foregoing limitation is not upheld, JM's maximum liability to you arising out of, or in connection with these Platform Terms with respect to any expense, damage, loss, or injury, regardless of the form of action or theory of liability, shall not exceed the total amount paid by you to JM.

6.3 **Acknowledgement.** You expressly acknowledge and confirm that the limitations and exclusions contained in these Platform terms are fair and reasonable in the circumstances and that JM would not have entered into these Platform Terms and licensed the content but for your agreement to, and acceptance of, such limitations and exclusions.

6.4 **Indemnification.** You hereby agree to fully indemnify and hold harmless, and, upon JM's request, defend, JM and its officers, directors, employees and agents from and against all claims, damages and losses of any type, expenses (including reasonable legal fees), actions, demands, liabilities, settlements, or judgments that result from, arise out of, or which such persons may suffer or incur as a result of or that are in any way connected with your use of the Platform or Platform Content or any breach by you of these Platform Terms.

## 7. **Term and Termination**

7.1 **Term.** These Platform Terms shall remain in force unless and until terminated.

**Termination.** You agree that JM may, in its sole discretion, suspend or terminate your account or use of the Platform, in full or in part, with or without notification, for any reason,



including, without limitation: (i) for lack of use, (ii) if JM believes that you have violated or acted inconsistently with the letter or spirit of these Platform Terms, (iii) if you have breached any provision of these Platform Terms (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of these Platform Terms), (iv) if JM is required to do so by law (for example, where the provision of the Platform to you is, or becomes, unlawful), (v) if JM is transitioning to no longer providing the Platform to customers in the country or province in which you reside or from which you use the Platform, or (vi) if the provision of the Platform to you by JM is, in JM's opinion, no longer commercially or financially viable. Any suspected fraudulent, abusive or illegal activity may be grounds for termination of your use of the Platform and may be referred to appropriate law enforcement authorities. Further, you agree that JM will not be liable to you or any third party for any termination of your access to the Platform. Affected users will be notified via email.

JUMP Math reserves the right to delete educator accounts deemed inactive. An account is considered inactive if the user has not logged in for 1 year (365 calendar days). Educators will be notified via email after 10 months of inactivity, providing a 2-month grace period to log in and prevent account deletion. Logging in during this time resets the inactivity counter.

7.2 **Effects of Termination on Access to Platform Content.** Upon any termination of these Platform Terms (except in circumstances of a partial termination by JM where JM has advised you to retain the Platform Content) the License shall immediately terminate and you shall cease all use of the Platform Content and within ten (10) calendar days of the termination date return, or at the direction of JM destroy, all Platform Content (and provide a certificate attesting to the return or destruction of all Platform Content) as is satisfactory to JM, acting reasonably.

7.3 **Account Deletion** Educators may request the deletion of their accounts from the Platform by contacting the JM support team at [support@jumpmathlab.org](mailto:support@jumpmathlab.org) (in Canada) or [support@jumpmathlab.com](mailto:support@jumpmathlab.com) (in the USA). Requests will be processed within 20 business days, and users will receive confirmation once their account has been deleted.

**(Note: Deletion of an Educator account will result in the deletion of all associated Student Records and data. Users are encouraged to export or back up any important data prior to requesting account deletion.)**

Upon deletion of an Educator account for any of the above reasons, all associated Educator and Student data/Records will be securely retained in a database backup for a period of 90 days during which the data will not be accessible or recoverable to the user, even upon request. After 90 days, all data will be permanently and irreversibly deleted from all systems with no ability to restore it.

## 8. **General Provisions**

8.1 **Notices.** All notices to be sent to us in connection with these Platform Terms must be in writing and sent to:

JUMP Math  
250 The Esplanade, #408,

Toronto, ON, M5A 1J2  
(416) 596-7166

- 8.2 **Additional Terms.** For information about privacy and how we process personal data, please refer to our [Privacy Policy](#). For any other information about the usage of the JM websites please read the [Terms and Conditions of Use](#) for each Platform.
- 8.3 **Waiver and Limitation.** No waiver by JM of any term or condition set out in these Platform Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of JM to assert a right or provision under these Platform Terms shall not constitute a waiver of such right or provision.
- 8.4 **Waiver of Class Action.** To the fullest extent permitted by applicable law, the parties agree that any dispute arising out of or in connection with the Platform or these Platform Terms will be resolved by individual court action. For clarity, to the fullest extent permitted by applicable law, you hereby waive any right you may have for any dispute arising out of or in connection with the Platform or these Platform Terms to be arbitrated or litigated as a class proceeding or on a consolidated basis, or on bases involving disputes brought in a purported representative capacity.
- 8.5 **Interpretation.** The headings used in these Platform Terms are included for convenience only and will not limit or otherwise affect these Platform Terms.
- 8.6 **Severability.** If any provision of these Platform Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable then that provision will be deemed severed from these Platform Terms and will not affect the validity or enforceability of the remaining provisions of these Platform Terms.
- 8.7 **Force Majeure.** JM will not be responsible or liable for delays or for failures in the availability of the Platform or Platform Content due to any contingency beyond its reasonable control, including without limitation, war, acts of terrorism, riot or other civil unrest, political insurrection, acts or orders or expropriation by any government, inability to procure or shortage of suppliers of necessary materials, fuel shortage, strike, lock out or other labor disturbances or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, fire, flood, explosion, earthquake or other natural events.
- 8.8 **Entire Agreement.** These Platform Terms and the terms and conditions referenced in these Platform Terms constitute the entire agreement between the parties hereto pertaining to all the matters herein and supersedes all prior agreements, proposals, understandings, negotiations and discussions between the parties, whether oral or written and may only be amended or modified by agreement of the authorized representatives of the parties. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software.
- 8.9 **Governing Law.** These Platform Terms shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. For the purpose of all legal proceedings these Platform Terms shall be deemed to have been performed in the Province of Ontario, Canada and the parties expressly confirm that the law of the Province of Ontario is the proper law. The

parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

- 8.10 **Language.** It is the express wish of the parties hereto that these Platform Terms be drawn up in English. La volonté expresse des parties aux présentes est que ce Platform Terms soit rédigé en anglais. The parties hereto hereby waive any right to use and rely upon any other language.
- 8.11 **Assignment.** These Platform Terms shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto, their respective successors and permitted assigns. You may not assign all or any part of these Platform Terms, without the prior consent of JM. JM may assign these Platform Terms without your consent at any time.
- 8.12 **Independent Contractor.** It is expressly understood and agreed that JM is an independent contractor in performing its obligations hereunder and shall not be considered or deemed to be your agent, employee, joint venturer or partner. No party by virtue of these Platform Terms shall have any right, power or authority, express or implied, to act on behalf of or enter into any undertaking binding another party.
- 8.13 **Survival.** The provisions of Sections 2.5, 3.0, 6.0, 7.3, 8.0 and any other terms herein which expressly state that such terms will survive shall survive the termination or expiration of these Platform Terms for any reason.

This is a copy of the Platform Terms that you acknowledged prior to accessing the Platform and Platform Content.